

October 21, 2005

**TO PROVIDERS OF RFP #06-010-20, DIGITAL ORTHOGRAPHIC PROJECTION
FOR THE SHELBY COUNTY REGISTER'S OFFICE**

Shelby County Government is soliciting proposals to contract with a firm to provide Digital Orthographic Projection for the Shelby County Register. (the "Register"). The RFP is located on the County's website at www.shelbycountyttn.gov. Go to "Purchasing Bids" under Online Services on the home page to locate the above-described RFP. If you do not have access to the Internet and require us to send you a hard copy of the RFP, please call us at (901) 545-4360 to request a copy.

The proposal, as submitted, should include all rates related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Respondents requesting additional information or clarification are to contact Mr. Joe Reves, Administrator, at (901) 545-4366

Proposals must be received in the office of the Administrator of Purchasing no later than 4:00 p.m. on Friday November 18, 2005. Proposals should be addressed to:

**Phyllis Shrader, CPPO, CPPB
Shelby County Government
160 N. Main, Rm. 550
Memphis, TN 38103**

The package containing the original and five (5) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL – DIGITAL ORTHOGRAPHIC PROJECTION RFP #06-010-20" noted on the outside.

Sincerely,

Signed Original on File

Phyllis Shrader, CPPO, CPPB
Purchasing Department Shelby County Government

pgs

cc: Mr. Joe Reves, Administrator

I. INTRODUCTION

Shelby County Government (the "County"), on behalf of the Shelby County Register is seeking proposals from interested and qualified firms to provide digital Orthographic Projection (the "Services"), for a Shelby County Government. This Request for Proposal ("RFP") is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where one successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Consultant are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Have at least three (3) years experience in digital Orthographic Projection.
2. Have all appropriate licenses and certifications required by appropriate government agencies to perform the Services;
3. Have sufficient personnel or sub-consultants available to perform the Services on a timely basis.

III. CORRESPONDENCE

All correspondence, including proposals, and questions concerning the RFP are to be submitted to:

**Phyllis Shrader, CPPO, CPPB
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103
(901) 545-4352**

IV. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed above no later than 4:00 pm on Friday, November 18, 2005. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Anticipated Project Schedule

It is anticipated that there will be a close relationship between the Shelby County Register's Office and the Firm that is awarded the job via telephone, e-mail, and site visits. At least, a weekly written status reports will be provided during the project. The anticipated timeline is as follows (but is subject to change):

- RFP Available to Respondents October 24, 2005
- Proposals Due November 18 , 2005 4:00 pm
- Contractor Selection December 2 - 9 2005
- Notice to Proceed mid-December, 2005
- Execution of Final Contract early January, 2006
- Imagery Acquisition Jan-Feb 2006
- Imagery Delivery March 1, 2006
- Project Completion no later than June 1, 2006

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

VII. GENERAL REQUIREMENTS

A. Scope of Contract

The Shelby County Register is requesting proposals for digital Color and Black and White Orthographic Projection for the entire county to be acquired and developed over the next flying season. The specifics are described in this document.

According to the US Census the population of Shelby County was 906,178 in 2003, up from 897,472 in 1990. The County covers approximately 755 square miles, has 7 strong municipalities, and has over 330,000 parcels.

It is the desire of the Shelby County Register to continue to develop digital Orthographic Projection. The Shelby County Register has adopted ArcGIS as the GIS standard, and maintains an ArcIMS website. All Shelby County Register's data will be available to the firm that is awarded the job to assist in this project. The Shelby County Register will maintain GIS capability using ESRI's mapping software. All deliverables shall be compatible and operational within the Shelby County Register's current system, and shall be deemed unacceptable until compatibility is assured.

B. Project Requirements & Procedures Overview

The proposed Digital Orthographic Projection project involves three separate, but related, components. The three components are acquisition of color or black and white aerial photography, digital contours and production of digital orthographic projection. The Shelby County Register is highly confident in the existing digital orthophotos and desires new digital orthophotos that are very similar in quality, appearance, and standards as the present set.

The basic specifications outlined here in are designed to obtain digital orthophotos utilizing "traditional" analytical photogrammetric techniques and equipment. The respondent may propose the use of softcopy photogrammetric techniques and equipment that use supervised and operator assisted methods that meet or exceed traditional methods.

The Shelby County Register's Office is knowledgeable on conventional Orthographic Projection costs, acquisition, and creation methods. However, based on financial constraints and advances in new imaging technology, the Shelby County Register is of the understanding that the new digital aerial cameras can provide the necessary positional accuracy, image resolution, and quality that are sufficient for the needs of the Shelby County Register. This Request For Proposals (RFP) allows for either conventional or all digital Orthographic Projection, and invites respondents to provide a detailed proposal for meeting the needs for new photography for the Shelby County Register. All digital processing is allowed.

A detailed narrative describing how the respondent will complete each phase of the project, including source document and data gathering, production methods, Quality Assurance and Quality control procedures responsibilities of county personnel during the course of the project. The proposal shall address items identified herein and show how the proposal meets or exceeds

the requirements. It should also identify areas of omission in the RFP as related to accomplishing the stated goal and suggest methods to enhance the RFP.

The proposals will be evaluated based on the value to the Shelby County Register, a combination of the ability of the vendor to meet product specifications, references, and cost (see Evaluation Criteria below). The means and methods utilized to create specified products can vary but must be proven methodologies.

The scope of work for this project includes aerial imagery to be collected as six-inch pixel resolution with fourteen-micron scale and film at a six sixty negative scale and digital sensor for traditional film processing. The respondent may use an existing DEM derived from LIDAR data from the Tennessee State base mapping or a DEM created by the Respondent as part of the project, for rectification of the new Orthographic Projection. Proposals should be submitted using the State DEM and with the pricing to create a new digital DEM with two foot contours and elevations. It is the respondent's responsibility to determine the best process to produce the orthoimagery from the existing or created DEM.

The respondent shall be responsible for any control survey necessary to produce an accurate and acceptable product and may propose alternative methods, products, or procedures that exceed these minimum standards.

C. Proposal Format

The following items must be addressed in the Proposal:

D. Respondent's Business Experience:

Submit sufficient information to substantiate respondent's experience in performing aerial imagery acquisition and conversion to digital orthoimage form similar, in scope, to the Shelby County Register's project as presented in this document. Company brochures may suffice if they contain critical information such as number of years in business, staff qualifications, and type of equipment used for aerial image acquisition and digital orthoimagery creation. Respondents are encouraged to provide additional information, in letterform, for consideration in establishing respondent's business experience and management philosophy/approach related to this project.

E. Technical Approach

Describe the firm's technical approach for this project as well as methodologies used in similar projects. Completely describe your technical approach including type of equipment and methodology used for this project. Provide .tif samples of aerial photography previously prepared by your firm at the scales & resolutions proposed for this project or that is deemed comparable to this project.

F. Qualifications & Staffing

Include the firm's qualifications & experience, or other information that shows how the firm is qualified for this project. Previous experience on similar projects must also be included. Brief resumes of the project team shall be included, in addition to a statement specifying the number of years of experience in their specialty or discipline, number of years of employment with the firm, and the number of comparable completed projects with which the employees have worked.

Substitutions of other less qualified personnel may not be made at a later date without written prior approval of the Shelby County Register.

G. Reference information

Reference: information should contain at least the following information:

- Agency/Organization Name & Address
- Contact Person/Phone Number
- Project Title/Project Location
- Project Duration (Start Date - Finish Date)
- Population & size (in square miles) of the Project are
- Brief Description of work performed to include area covered, mapping scale, standards used, and digital orthoimagery products.

H. Schedule of Events:

Describe in detail the activities to be undertaken to complete each project task within specified time frames. This schedule will become a part of the contract. During the course of the project, regularly scheduled (weekly) progress reports are required.

I. Cost Worksheet:

Provide a complete cost quotation describing the cost for different phases of the project and the total overall cost of the project.

J. Evaluation / Selection Criteria & Process:

The Evaluation / Selection Process is designed to identify the Best Value Proposal for Shelby County. That is, the best combination of references, technical expertise & approach, and low costs.

The specific criteria that will be evaluated include:

- Response from References;
- Experience of firm in comparable projects;
- Costs of goods and services to be delivered;
- Technical & Management approach;
- Experience of personnel assigned to the project; and
- Completeness of proposal responsiveness to specifications.

The proposals will be reviewed and awarded by Shelby County. An award resulting from this request shall be made to the most responsive and responsible respondent whose proposal is determined to be the most advantageous to Shelby County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject all proposals received in all cases. Shelby County shall be the sole judge as to whether a respondent's submission has or has not satisfactorily met the requirements of this Request for Proposal. Shelby County reserves the right to reject any and/or all proposals.

The Shelby County Register may issue an addendum or addenda to this RFP. Any such documents will be available through the Shelby County Purchasing Department

The County reserves the right to conduct such investigations as they deem necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of the respondents to do the work in accordance with the contract documents to the County's satisfaction within the prescribed time.

Respondents may take "exception" to the Specifications. These exceptions must be obviously indicated in the proposal. The respondent agrees that all terms and provisions contained within shall become part of the awarded contract. Should addendums become necessary, they will be incorporated with the contract for the project.

Notice of the award shall be made in writing. Such notice will be forwarded to all respondents at the address furnished in the proposal.

VIII. Aerial Photography

A. Digital Elevation Model

The scope of work for this part of the project includes color or black and white aerial imagery to be collected at the appropriate flying height to produce digital orthoimagery with six inch pixel resolution. The respondent shall use the existing DEM derived from LIDAR data or a DEM created by the Respondent as part of the project, for rectification of the new orthographic projection. It is the respondent's responsibility to determine the best process to produce the orthoimagery from the existing DEM. The respondent shall be responsible for any control survey necessary to produce an accurate and acceptable product and may propose alternative methods, products, or procedures that meet or exceed these minimum standards. All digital processing is allowed.

Specifications associated with the aerial photography component shall follow those of the Aerial Photography Standards, 1995 Draft Standards for Aerial Photography published by ASPRS Specifications and Standards Committee should be used (available on the Web at www.asprs.org/asprs/resources/standards/photographv.htm).

To minimize requirements for ground control and to minimize project time, the Respondent is required to use airborne GPS technology to collect the x, y and z position of the aircraft and an Inertial Measurement Unit (IMU) to collect aircraft attitude position. Ground control targeting costs shall be listed in the proposal.

B. Required buffer beyond Shelby County boundary:

The digital imagery shall extend a minimum of 500 feet beyond the border of the county. The images shall have a smooth edge along the entire buffered length of the county.

C. Required Coordinate system:

All deliverables shall be referenced to Tennessee State Plane West coordinates (NAD83n NAVD88) with US feet as units.

D. Suggested Flight Timing:

Photography is to be color or black and white aerial photography and performed between January 16th and February 28th of 2006 prior to onset of spring vegetation. Photography shall not be secured when the ground is obscured by haze, snow, smoke, dust, floodwaters, or environmental factors that may obscure ground detail. Clouds and/or shadows of clouds shall not appear in the photograph. The solar altitude shall be defined by the application but in general, it should not be less than 30 degrees when aerial negatives are exposed. Therefore, it should be flown generally between the hours of 10AM and 2PM Central Standard Time. Respondents are asked to propose an approach to the photography acquisition that shall best meet these needs.

E. Suggested flight path:

A flight path based on PLSS (township and section) boundaries is desired. Respondents may discuss advantages of North –South, East –West and/or disadvantages of following the PLSS boundaries or propose an alternative. A map of the proposed flight path shall be submitted as part of the proposal (in ArcView shapefile format).

G. Altitude:

Flight height sufficient to develop appropriate image resolution, similar to previous. In-Flight departures from flight heights required to produce the desired image scale shall not exceed minus two percent (-2%) or plus five percent (+5%) unless changed by Air Route Traffic Control Centers.

H. Other areas to be addressed by the proposal in regard to Aerial Photographic Approach include, but are not limited to the following:

1. Type of aerial camera equipped with forward motion compensation (AWAR no less than 100 is required);
2. Aircraft specifications;
3. Forward overlap & side lap;
4. Planned aerial equipment & materials (e.g., film, camera)
5. Scanning procedures (including equipment, process, resolution, etc);
6. Quality control procedures;
7. Products to be delivered;
8. Identify ground control and GPS methods needed to support the photography, documentation of recovered and new control points; and,
9. Correlation to existing photography.

High-accuracy position and attitude sensors shall be operated simultaneously with the camera. The camera shall be installed in a mount that attenuates the effects of aircraft vibration. The mount should be regularly serviced and maintained. The camera shall be mounted vertically in the aircraft in a mount designed to isolate the camera from vibration of the aircraft. Angular vibration of the camera shall be reduced to such a level so as to have no significant detrimental effect on resolution. The camera should be checked to be sure it is properly secured onto the mount and that all cable connections are tight. The camera

lens, filters, and camera port must be inspected to assure that the surfaces are not scratched, etched, or discolored and that they are free of foreign particles and condensation.

All aircraft shall be maintained and operated in accordance with regulations of the Federal Aviation Administration and the Civil Aeronautics Board. The recommended FAA preflight inspection of the aircraft and instruments must be performed prior to each photographic mission. Aircraft shall have a service ceiling (with operating load of crew, camera, oxygen and other required equipment) not less than 5% above the highest altitude necessary to achieve the smallest aerial image scale required. If the project is in controlled air space, the appropriate Air Route Traffic Control Center (ARTCC) must be contacted. If any military bases or secured government installations are within the project area, the respondent must contact the agency(s) and comply with security regulations of this or any other sensitive area. Inspection of the original images to check for tilt, overlap, crab, cloud cover, snow cover, and proper sun angle must be carried out before the images are compiled for the creation of digital orthoimages.

Immediately after aerial mission, the respondent shall review the images to determine if the camera functioned properly during the mission. If the review indicates a malfunction, the aerial mission must be reflown at no additional cost to the County. Re-flights shall be performed immediately (weather permitting) ordered for the purpose of securing replacement images for all which fail to meet minimum standards set forth in this proposal, provided ground conditions have not yet terminated the photographic "season." Inspections of aerial imagery should be performed immediately after the aerial imagery mission. Unacceptable aerial imagery (as determined by the County) shall be reflown by the respondent at no additional cost to the County, with the reflight coverage overlapping the acceptable digital images.

I. Ground Control

The Respondent must provide the County with a description of the quality control methods and procedures used in all aspects of the project, including the acquisition and development of aerial imagery and the processing of the digital orthoimages. Describe what field verification measures are carried

out to ensure that the products meet the National Map Accuracy Standard (NMAS). Verification should also be performed for image completeness to ensure that no gaps exist in the digital orthoimage coverage. All coordination of ground control targeting will be the responsibility of the Respondent. The Respondent shall provide a brief description of the equipment and methods to be used for airborne GPS or new grounds surveys, and attach this report to a copy of the contract map prepared to show the locations of all control points intended for use in the mapping project. An ArcView point theme of all horizontal ground control targeted and non-targeted used, shall be submitted.

To minimize requirements for ground control and to minimize project time, the Respondent is required to use airborne GPS technology to collect the x, y and z position of the aircraft and an Inertial Measurement Unit (IMU) to collect aircraft attitude position. Ground control targeting costs shall be listed in the proposal.

The conventional and alternative approaches must support all photogrammetry and digital orthographic projection purposes set forth in this specification and shall yield final products meeting or exceeding ASPRS accuracy for large-scale Maps - Class 1.

J. Any fieldwork must be supervised by a Tennessee Registered Land Surveyor or Tennessee licensed Engineer.

IX. Digital Orthographic Projection

Respondents should present a strategy for creating and delivering color and grayscale, digital orthophoto images.

1. Process for creating and delivering color and grayscale digital orthophoto images;
2. Equipment used to scan images (include scanning resolution in microns and DPI);
3. Description of equipment, software and process used to orthorectify images;
4. Edge matching technique;
5. Estimate of individual photo tile and file size and the number of standard DVD- ROMs necessary.

The digital orthographic projection must be produced using accepted photogrammetric industry practices.

The digital orthographic projection product shall meet National Map Accuracy Standards (NMAS) for the appropriate map scale. NMAS standards for 100 scale mapping is classified by the following: 90% of all points are within 3.33' of actual location and/or all observed ground control points have less than a 1.55' root mean square error (RMSE) for both x and y distance axes

The chosen firm may use the existing DEM derived from LIDAR data from the Tennessee State base mapping or a DEM created by the Respondent as part of the project, for rectification of the new orthographic project. It is the respondent's responsibility to determine the best process to produce the orthoimagery from the existing DEM. The respondent shall be responsible for any control survey necessary to produce an accurate and acceptable product.

Prior to undertaking full digital orthophoto production, the Respondent shall furnish the county with sample digital images at all scales to evaluate and accept as examples of overall image quality. The county will select one image that will become the standard to which all subsequent digital orthophotos will be compared for acceptance/rejection relative to image quality.

Creation of digital orthoimagery may require utilization of several types of inputs. These inputs will be taken from existing data and shall be used to ensure the maximum accuracy possible for the project, and include (as needed):

- The unrectified raster image file acquired from the aerial images;
- State of Tennessee DEM or a DEM created by the Respondent as part of the project as the source of sufficient accuracy to meet the County's accuracy requirements;
- Previous digital orthophotos owned by the county;

- The photo-identifiable image and ground coordinates of ground control positions;
- Camera calibration information and airborne GPS and IMU data..

The respondent will propose which of the above sources will be used and how they will be used to accomplish the project.

The orthophotos shall not contain material defects or inconsistencies in tone and density between individual and/or adjacent image tiles that materially reduce the utility of the orthophotos. All digital images to be edge matched without pixel gaps between geographic partitions, and no images shall have void areas inside tiles.

A final mosaic of the entire county will be uniform in contrast and shade to eliminate any noticeable variations from the aerial imagery or during digital orthoimagery creation. Each image shall be radiometrically adjusted to compensate for non-uniformities present in the sensing elements of the camera. Each image shall be further adjusted to compensate for tonal differences due to varying lighting conditions and surface response. Respondents are expected to identify the quality assurance and checking procedures that shall be employed to guarantee proper tone balancing and overall image quality.

Each image shall be orthorectified utilizing an elevation model to generate an orthoimage. The orthoimages shall be combined into a virtually seamless orthomosaic. The orthomosaic shall be partitioned into individual image tiles corresponding to a specified image tile scheme. This tiling scheme will be developed with the vendor's assistance.

Clear, well-organized, and understandable documentation shall accompany the digital orthoimage files both for the reference purposes and to be used in orienting new GIS users to their characteristics. This will include FGDC-compliant metadata files.

A. Horizontal & Vertical accuracy:

Horizontal and vertical accuracies for the new orthophotos will meet or exceed National Map Accuracy Standards.

B. Suggested File Format, Size & Tiling Scheme:

Digital images should be delivered in a standard uncompressed .tif file format with accompanying world file; files that are appropriate MrSID and ECW for use with Arc/Info and ArcView. The preferred file naming convention is a system similar to the one now in place for the existing digital photos— sOOtOOrOO.tif (& sOOtOOrOO.tfw), where s = section; t = township; r = range, and all files are identified by two digits.

The suggested file size/tiling is using the system now in place with the County digital photos— One (1) PLSS section (for entire county area including urban & suburban scale areas).

Also, the County requires that the final delivery will include a near seamless MrSID format and ECW image file developed from the highest resolution level of panchromatic images covering the entire County.

X. Deliverables

The following is a list of suggested deliverables, but is not inclusive. The respondent is expected to augment the list.

1. No paper copies of deliverables are required;
2. Two (2) complete sets of digital orthophotos & other data on CDs or DVDs (This includes the individual uncompressed photos—.tif & .tiff files and the MrSID compressed file for the entire County. Digital orthophoto images shall be geo-referenced to the Tennessee State Plane Coordinate System (West Zone) feet based on the NAD83 horizontal and NAVD88 vertical datums);
3. Formal completion date of aerial photography mission;
4. Final flight line map with photo centers (as a point) in digital format;
5. U.S.G.S. camera calibration report for camera used;
6. Reports regarding aircraft and camera operation assurances;
7. Ground Control Information in digital format (ArcView Shape File) the recovered/established control points;
8. Scanned negatives converted to a positive in a tiff format (rather than 9x9 contact prints); and,
9. FGDC-compliant metadata files.

XI. General Terms & Conditions

A. Ownership of Materials: All material prepared or completed during the performance of services specified in this RFP, including, but not limited to, maps, documents, aerial negatives, or digital data, shall become the property of Shelby County and shall not be copyrighted by the Contactor. Also, the same material shall not be released or made available to any third party or used for other purposes at any time without the written approval of the Shelby County Register

B. Federal Tax Identification Number: The following information should also be included with your proposal: Your form of business entity (i.e., corporation, partnership, limited partnership, joint venture, sole proprietorship, etc.), and your Taxpayer Identification Number. If submitted as a joint venture, a separate number for each member of the venture is required if one number has not been obtained for the venture. A Taxpayer Identification Number is required for entities other than a sole proprietorship.

C. No part of this Contract shall be subcontracted without the prior knowledge and written approval of the County. If subcontractors are requested and approved, the Respondent shall retain full responsibility to the County for all work completed or uncompleted by the Subcontractor.

D. Work performance in the USA: All work performed for this project shall be done within the United States of America, i.e., the conterminous 48 states, Alaska, and Hawaii. It will not be acceptable for any portion of the project to be done in a foreign country.

E. Independent Contractor Status/Responsibilities: The Respondent shall be and remain an independent contractor with respect to all services performed hereunder and agrees to

and does hereby accept full and exclusive liability for payment of any and all contributions of taxes for social security, worker's compensation premiums, unemployment insurance, or old age benefits, pensions, or annuities or hereafter imposed under any Local, State or Federal Law, which are measured by the wages, salaries, or other remuneration paid to persons employed by the Respondent for work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are not now or hereafter may be issued or promulgated under said respective laws by any duly authorized Local, State or Federal officials; and said Respondent also agrees to indemnify and save harmless the County from any such contributions or taxes or liability.

G. Fee Payments: The contract awarded pursuant to this RFP document will be based upon a fixed fee basis, with payments negotiated upon acceptance of the vendor's cost proposal. No payments shall be made prior to production, delivery, inspection and approval by the Shelby County Register or its representative, of all sample data files. Thereafter payments, as approved by the Shelby County Register shall be made monthly to the Contractor based on the proportion of work completed, less ten percent (10%) retainage. This retainage shall be released to the Contractor within sixty (60) days after the Shelby County Register has accepted and approved the contract as completed. In the event the work specified herein is not successfully completed within the time provided, unless otherwise allowed, the Contractor shall be charged the sum of \$200.00 per day as liquidated damages, not as penalty, for each additional day required for the completion of the work, legal banking days considered.

XII. Optional Item

Black and white digital orthophotos instead of color (the cost of this option should reflect the net cost difference between color and B/W. The Respondent shall include all details of different procedures from color process—i.e. the intended film type, change in timing, alternate processing equipment, etc).

XIII General Requirements

1. Purpose

To select the best-qualified firm and award a County-approved contract for digital orthographic projection to perform the Services and to satisfactorily complete all activities associated with the Services. The successful firm will be judged on the quality, the cost and flexibility of this service. The Consultant must be prepared to begin immediately upon receipt of a Notice to Proceed.

2. Services Required

The County requires a contractor to provide temporary staff personnel, on an as-needed basis, on the terms and conditions contained in this RFP. The job descriptions for the various personnel are set forth in Appendix A of this RFP. The estimated value for the Services is approximately \$50,000 to \$100,00 annually.

3. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

4. Award of Contract

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

XIV. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Consultant will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Consultant's Personnel. The Consultant certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Consultant. The Consultant further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Consultant, or any of the Consultant's employees or agents, are the agents, representatives, or employees of the County. The Consultant will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Consultant as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Consultant is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Consultant that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that Consultant has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by Consultant for services performed shall be on the Consultant's letterhead.
4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) the Consultant or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) Consultant has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) Consultant has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Consultant assets.
- (b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Consultant for Consultant's failure to provide the services specified under this Contract.
- (c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, Consultant shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
- (d) All work accomplished by Consultant prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
- (e) Notwithstanding the above, Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by Consultant and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from Consultant is determined.
- 5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Consultant from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Consultant's obligations to its transferors or subconsultants. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
- 6. Conflict Of Interest. The Consultant covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Consultant warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subconsultant or consultant to the Consultant in connection with any work contemplated or performed relative to this Contract.
- 7. Covenant Against Contingent Fees. The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the

Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Consultant will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the County.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
10. General Compliance With Laws. (a) If required, the Consultant shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Consultant is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Consultant agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.
11. Nondiscrimination. The Consultant hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Consultant on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Consultant shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.
19. Incorporation Of Other Documents. (a) Consultant shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Small And Minority Firms And Women's Business Enterprise. The Consultant shall take affirmative action to assure that Small and Minority Businesses are utilized when possible as sources of supplies, equipment, construction and services and will in addition take similar appropriate affirmative action in support of Women's Business Enterprises.
21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.
22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by Consultant, Consultant understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Consultant due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
23. Organization Status And Authority. (a) Consultant represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Consultant has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of Consultant, any provision of any indenture, agreement or other instrument to which Consultant is a party, or by which Consultant's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.
24. Warranty. Consultant warrants to County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
25. Rights in Data. The County shall become the owner, and Consultant shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Consultant under this Contract, regardless of whether they are proprietary to the Consultant or to any third parties.

B. Indemnification and Insurance Requirements

1. Responsibilities For Claims And Liabilities. (a) Consultant shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Consultant its subconsultants, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

- (b) Consultant expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
 - (c) The County has no obligation to provide legal counsel or defense to Consultant or its subconsultants in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Consultant as a result of or relating to obligations under this Contract.
 - (d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against Consultant as a result of or relating to obligations under this Contract.
 - (e) Consultant shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against Consultant or its subconsultants regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.
2. Insurance Requirements. Consultant will provide evidence of the following insurance coverage:
- (a) Professional Liability coverage with limits of \$1,000,000.00 per occurrence/\$2,000,000.00 annual aggregate for this contract, coverage written on claims-made policy form. Insurer to be rated A or better by A. M. Best & Co.
 - (b) Commercial General Liability - Minimum limit of \$1,000,000.00 per occurrence single limit for bodily injury and property damage.
 - (c) Worker's Compensation – Consultant will provide Worker's Compensation Coverage for all its eligible employees in accordance with the laws of the State of Tennessee.
 - (d) Automobile liability - Minimum limit of \$50,000.00 per occurrence on all owned, hired and non-owned autos. Shelby County to be named additional insured. Shelby County shall be named as additional insured. All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder Consultant agrees to permit duly authorized agents and employees of the County, to enter Consultant's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Consultant will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

HIPAA. Consultant warrants to the County and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. Consultant warrants that it will cooperate with the County and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with County and State privacy officials and other compliance officers required by HIPAA and its regulations. Consultant will sign any documents that are reasonably necessary to keep the State and the County in compliance with HIPAA, including, but not limited

XV. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received by no later than 4:00 pm on November 18, 2005, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. An original and five (5) copies of the written proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and **"DITIGAL ORTHOGRAPHIC PROJECTION, RFP #06-010-20."**

3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

1. Cover Page – Submit a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:
 - a. A statement that the proposal is being submitted in response to the Request for Proposal – DIGITAL ORTHOGRAPHIC PROJECTION, RFP #06-010-20.
 - b. A statement indicating which individuals, by name, title, address, telephone number, and signature are authorized to negotiate with the County on behalf of the organization/firm.
 - c. A statement certifying that:
 - (i) the Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
 - (ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge;
 - (iii) all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
 - (iv) the offer made in the proposal is firm and binding for 90 days after receipt of the proposal by the County; and
 - (v) all aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.
2. Company Information:
 - a. Provide Company address, phone number, fax number, e-mail address, web address.
 - b. Provide date Company was founded.
 - c. Describe the history of your organization.

8. Experience

- a. Describe the experience the Proposer.
- b. Briefly describe the experience of Proposer's key staff that will be working on any part of the Services.
- c. Submit verification that the Proposer is licensed and in good standing with the appropriate regulatory agencies.

XVI. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

- 1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
- 2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Ability to provide the Services in a timely manner and provide all such services needed.
 - b. Fees (including any additional charges or fees);
 - c. Experience; and
 - d. Interview (if needed).
 - e. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

B. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.

C. Contact Information

Joe Reves, Administrator, Shelby County Register Office
160 N. Main, Suite 519, Memphis, Tn., 38103
901-545-4366 (ph) 901-545-3837 (fax) jreves@co.shelby.tn.us